

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 1st day of July 2018 by and between Metro Charter School ("Metro"), a California Public Charter School, and C. DeJuan Ruffin ("Employee").

1. Employment:

a. Duties: Employee will serve as the Director of Operations of METRO during the term of this Agreement. Employee will perform the duties generally described in the Director of Operations Job Description attached as Exhibit 1 to this Agreement, and such other duties as the METRO Principal may assign. This is an exempt position not subject to overtime and minimum wage requirements. Employee will devote her best efforts and full-time attention to the performance of such duties. Employee agrees to abide by all METRO policies and procedures. Where there is a conflict between those procedures and the terms of this Agreement, this Agreement will prevail.

b. Term: Employee will be employed by METRO under the terms of this Agreement for a period commencing July 1, 2018 and extending through June 30, 2019, unless extended in writing by both METRO and Employee or terminated earlier in accordance with this Agreement.

2. Salary & Benefits:

a. Salary: In consideration for the services to be rendered under this Agreement, METRO will pay Employee a gross base salary of \$3,854.17 per pay period, which is an equivalent to ninety-two thousand five hundred dollars \$92,500 annually, less applicable withholding, payable according to METRO's regular payroll practices.

b. Retirement Benefits: As a permanent, full-time employee who is ineligible for participation in CALSTRS, METRO will make contributions of up to 3% of Employee's compensation.

c. Health Benefits: Employee will be eligible for all employee health benefits that METRO makes available to similarly situated employees, including but not limited to medical, dental, vision, and life insurance. METRO will provide coverage for Employee, Employee will pay for additional dependent coverage.

d. Vacation: Vacation will be accrued at 10 hours per month, which is equivalent to 15 days vacation on an annual basis.

e. Expenses: METRO will reimburse Employee for all ordinary and reasonable expenses incurred in connection with the performance of his job duties.

f. Sick Days: Sick days are accrued at 6 hours per month, which is equivalent to 9 days sick leave on an annual basis.

g. Holidays: Employee will be granted the following holidays in alignment with the METRO school calendar: Martin Luther King Day, President's Day, Spring Break, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Winter Break.

3. Termination of Employment: Either METRO or Employee may immediately terminate this Agreement and Employee's employment at any time with or without cause, at its or her sole discretion. To the extent practical, METRO appreciates if Employee will give at least fifteen (15) days notice of her intention to terminate employment.

a. Should METRO immediately terminate Employee's employment for cause, Employee will not be eligible for any severance pay. For the purposes of this Agreement, cause means if Employee: (i) refuses or fails to act in accordance with any specific direction or order of the METRO Board; (ii) exhibits unfitness or unavailability for service, unsatisfactory performance, habitual neglect, or incompetence; (iii) has been or is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person, as permitted by law; (iv) if, by reason of any physical or mental incapacity, Employee has been or will be prevented from properly performing Employee's duties under this Agreement with or without reasonable accommodation; (v) breaches any material term of this Agreement.

b. Should METRO terminate Employee's employment without cause, METRO will pay Employee as severance compensation an amount equal to three (3) times Employee's then current Base Monthly Salary (exclusive of incentive or bonus pay, benefits and other non-cash remuneration), provided that Employee executes a General Release of all Claims in a form satisfactory to METRO.

c. Payment of severance pay required under this Section 3 will be paid in equal payments, corresponding to METRO's usual paydays, commencing upon

Employee's date of termination from employment. If the monthly severance payment extends to the next fiscal year, a lump sum will be paid on July 1 of such year of any remaining severance payments.

4. Confidentiality: All Confidential Information to which Employee has knowledge or access shall be the exclusive property of METRO both during and after Employee's employment. Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of the METRO Board, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or required by law.

5. Child Abuse and Neglect Reporting: California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges she is a childcare custodian and is certifying that she has knowledge of California Penal Code section 11166 and will comply with its provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered the day and year first above written.

Metro Charter School

Date

Principal, Metro Charter

Date

Employee